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4 BILL NO. S-74-08-13

5 SPECIAL ORDINANCE NO. S- 141-74

6 AN ORDINANCE approving a contract with HIPSKIND  
7 ASPHALT CORPORATION for improvement to  
8 Sherman Boulevard

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
10 WAYNE, INDIANA:

11 SECTION 1. The Contract dated July 17, 1974 between HIPSKIND  
12 ASPHALT CORPORATION and the City of Fort Wayne, by and through its Mayor and  
13 the Board of Public Works for street improvements as follows:

14 Sherman Boulevard from St. Mary's River to Goshen Road,  
15 including drainage, street paving, curbs and sidewalks  
16 for a total cost of \$246,518.50 , of which the State will pay \$95,000.00, and the  
17 property owners to pay \$12,657.00, all as more particularly set forth in said Con-  
18 tract which is on file in the Office of the Board of Public Works , and is by reference  
19 incorporated herein and made a part hereof, is hereby in all things ratified, con-  
20 firmed and approved.  
21

22 SECTION 2. This Ordinance shall be in full force and effect from and  
23 after its passage and approval by the Mayor.  
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25   
26 Councilman

27  
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32  
33  
34 APPROVED AS TO FORM  
35 AND LEGALITY

  
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 8-13-74

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~unanimously~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____ to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: 8-27-74

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-14-74 on the 27th day of August, 1974.

ATTEST: (SEAL)  
Charles W. Westerman  
CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of August, 1974, at the hour of 11:00 o'clock A.M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 28th day of August, 1974, at the hour of 4:00 o'clock P. M., E.S.T.

James H. Fanning  
MAYOR

Bill No. S 74-08-13

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving a contract with HIPSKIND ASPHALT CORPORATION for improvement to  
Sherman Boulevard.

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

Charles W. Westerman  
John Nuckols  
James S. Stier  
William T. Hinga  
Vivian G. Schmidt

CONCURRED IN

DATE 8-27-74 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE  
board of public works

July 30, 1974

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

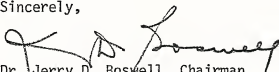
The Board of Works has awarded a contract in amount of \$246,518.50 to Hipskind Asphalt Corporation for the improvements to Sherman Blvd. from St. Mary's River to Goshen Road with drainage, curbs, sidewalk repairs and street resurfacing.

Of this cost, the State shall contribute \$95,000.00 and the property owners approximately \$12,657.00.

Since the contractor is anxious to start the project immediately to facilitate completion during this construction season, the Board deems it necessary to request "Prior Approval" of the contract.

Will be submitted for formal approval August 13, 1974.

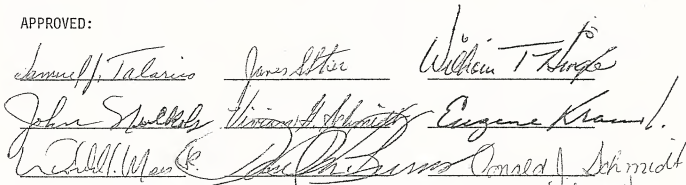
Sincerely,

  
Dr. Jerry D. Boswell, Chairman  
Board of Public Works

JDB/ss

Attachment

APPROVED:

  
MEMBERS OF THE COMMON COUNCIL  
(absent)

ico

# CONTRACT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

by and between -----HIPS KIND ASPHALT CORPORATION-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im prove Sherman Boulevard from St. Mary's River to Goshen Road, including drainage street paving, curbs and sidewalks.

by grading and paving the roadway to a width of twenty six feet with including curbs  
Asphalt

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5661-1974 and at the following price per lineal foot

at the following prices:

Curb Removal	One dollar and fifty cents, per lineal foot	1.50
Asphalt Pavement Removal	Two dollars and fifty cents, per square yard	2.50
Sidewalk Removal	Five dollars and no cents, per square yard	5.00
Common Excavation	Ten dollars and no cents, per cubic yard	10.00
Standard Walk	One dollar and ten cents, per square foot	1.10
New Curbface Walk	One dollar and thirty five cents, per square foot	1.35
New 9" Concrete	Twelve dollars and no cents, per square yard	12.00
Liquid Asphalt Tack Coat	Forty cents, per gallon	0.40
Dirt Backfill	Eight dollars and no cents, per ton	8.00
Seed and Fertilizer	Forty cents, per square yard	0.40
New 48" Manholes	Four hundred fifty dollars and no cents, each	450.00
New 48" Catch Basin w/ Bell	Four hundred dollars and no cents, each	400.00
New 48" Catch Basin w/o Bell	Three hundred ninety dollars and no cents, each	390.00
New Inlets	Three hundred seventy five dollars and no cents, each	375.00
12" Sewer Pipe Cl. IV	Ten dollars and no cents, per lineal foot	10.00
Adjust Manholes	One hundred fifty dollars and no cents, per each	150.00

by grading and paving the roadway to a width of twenty six feet with  
including curbs

Asphalt

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a  
good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5661-1974, ~~XXXXXX~~ ~~at the following price per lineal foot~~

at the following prices:

Curb Removal	One dollar and fifty cents, per lineal foot	1.50
Asphalt Pavement Removal	Two dollars and fifty cents, per square yard	2.50
Sidewalk Removal	Five dollars and no cents, per square yard	5.00
Common Excavation	Ten dollars and no cents, per cubic yard	10.00
Standard Walk	One dollar and ten cents, per square foot	1.10
New Curbface Walk	One dollar and thirty five cents, per square foot	1.35
New 9" Concrete	Twelve dollars and no cents, per square yard	12.00
Liquid Asphalt Tack Coat	Forty cents, per gallon	0.40
Dirt Backfill	Eight dollars and no cents, per ton	8.00
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New 48" Manholes	Four hundred fifty dollars and no cents, each	450.00
New 48" Catch Basin w/ Bell	Four hundred dollars and no cents, each	400.00
New 48" Catch Basin w/o Bell	Three hundred ninety dollars and no cents, each	390.00
New Inlets	Three hundred seventy five dollars and no cents, each	375.00
12" Sewer Pipe Cl. IV	Ten dollars and no cents, per lineal foot	10.00
Adjust Manholes	One hundred fifty dollars and no cents, per each	150.00
Special Gravel Backfill	Six dollars and no cents, per cubic yard	6.00
Old Inlet to be Removed	Seventy five dollars and no cents, each	75.00
Sidewalk Replacement	Five dollars and no cents, per square foot	5.00
New Combination Curb and Gutter	Three dollars and ninety cents, per lineal foot	3.90
City Mix A-2	Fifteen dollars and fifty cents, per ton	15.50

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5661-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally within 60 days after contract is approved by City Council and in all respects completed ~~on or before XXXXXXXXXXXXXXXXXX~~ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date \_\_\_\_\_, 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 17 day of July, 1974

HIPSKIND ASPHALT CORPORATION  
BY: David L. Hipkind  
ITS: Treas.  
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:  
Ronald E. Bonar

Paul H. Lohr  
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

John R. Fleck  
John R. Fleck



# LIABILITY BOND

Policy No. G.L.A. 7106 264  
Trinity Universal Insurance Co., Dallas, Texas  
Expiration Date, April 30, 1975

Know All Men by These Presents, That we

as principal, and

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the

day of \_\_\_\_\_, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this

17 day of July 1974

TRINITY UNIVERSAL INSURANCE COMPANY

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David P. Hipshind (SEAL)

By: *[Signature]*  
(Attorney-in-fact)

ITS: *Treas.* (SEAL)

(SEAL)

Approved this 29th day of

July 1974

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

July 1, 1974



# GUARANTY BOND

Know All Men by These Presents, That we -----

-----HIPSKIND ASPHALT CORPORATION----- Contractors

as principal, and TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO HUNDRED FORTY

SIX THOUSAND, FIVE HUNDRED EIGHTEEN DOLLARS AND FIFTY CENTS-----

-----\$246,518.50  
(\$-----)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----HIPSKIND ASPHALT CORPORATION-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a

Street ----- Pavement

on Sherman Boulevard ----- ~~Street~~ from St. Mary's River to Goshen Road

including drainage, street paving, curbs and sidewalks

----- according to certain plans and specifications, and  
for a period of three years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said -----

HIPSKIND ASPHALT CORPORATION----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 17 day of July 1974

TRINITY UNIVERSAL INSURANCE COMPANY HIPSKIND ASPHALT CORPORATION (SEAL)

BY: Thomas J. Ware BY: David L. Hipkind (SEAL)

(Attorney-in-Fact)

ITS: Trees (SEAL)

Approved this 29th day of July 1974

Ronald H. Bonar

Board of Public Works.



# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

Resolved, That the President, any Vice-President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the Company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of attorney may be restricted, to be in each instance specified in such Power of Attorney."

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1962, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with, the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized.

does hereby nominate, constitute and appoint:

TERRENCE J. WARD - FORT WAYNE, INDIANA

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

Any and all bonds unlimited as to amount and to be given for the following purposes only, to-wit: Guaranteeing the fidelity of persons holding places of public or private trust; Guaranteeing the performance of contracts for public or private construction, including supply contracts; and all other bonds and undertakings required or permitted in all actions or proceedings or by law required.

PROVIDED, No authority is extended for the execution of Open Penalty Bonds

No authority is given to execute any bond wherein said attorney-in-fact appears as a party at interest either as principal or obligee.

And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Company at its office in Dallas, Texas, in their own proper persons.

In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly executed by its proper officer this 16th day of July, 19 71

Attest:

TRINITY UNIVERSAL INSURANCE COMPANY

D. C. Tompelson  
D. C. Tompelson, Secretary  
(SEAL)

Frank E. Miller  
Frank E. Miller,  
Vice-President

State of Texas  
County of Dallas ss:

On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 16th day of July, 19 71

(SEAL)

My commission expires June 1, 1975

C. E. Carson, Jr.  
C. E. Carson, Jr.,  
Notary Public

I, the undersigned, \_\_\_\_\_ Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate seal of the Company, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

(Seal)

D. C. Tompelson  
Secretary

CERTIFIED COPY OF POWER OF ATTORNEY  
SEE CERTIFICATION

DIGEST SHEET

A-74-08-13

TITLE OF ORDINANCE: Contract with Hipkind Asphalt - improvements to Sherman Blvd.DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Contract with Hipkind Asphalt Corporation in amount of  
\$246,518.50 covering improvement of Sherman Boulevard from St. Mary's River to  
Goshen Road with drainage, curbs, sidewalk repairs and street resurfacing.  
Of this cost, the State shall be paying \$95,000.00 and the property owners  
\$12,657.00.

(See Prior Approval Letter Attached)EFFECT OF PASSAGE: Improvements to Sherman Boulevard.

EFFECT OF NON-PASSAGE: Failure to provide improvement as accepted by property  
owners at public hearing and loss of State contribution.

MONEY INVOLVED (Direct Costs, Expenditures, Savings): \_\_\_\_\_

ASSIGNED TO COMMITTEE (J.N.):

Board of Works